

CF/70-712-21 RFP (AGREE FOR GEOTECHNICAL SERVICES FOR  
REPLACEMENT OF SONOMA VALLEY TRUNK MAIN)  
TW 12/13-158 (ID 4698)

June 7, 2013

«Company\_»

«Contact»

«Address»

«City» «State» «Postal\_Code»

**RE: REQUEST FOR PROPOSALS FOR GEOLOGICAL AND GEOTECHNICAL ENGINEERING SERVICES FOR  
SONOMA VALLEY COUNTY SANITATION DISTRICT SEWER TRUNK REPLACEMENT  
(SIXTH STREET WEST TO HAPPY LANE)**

Dear «Greetings» :

## **I. Introduction**

The Sonoma Valley County Sanitation District (SVCSD) invites proposals for geological and geotechnical engineering services for the SVCSD Sewer Trunk Replacement Project.

SVCSD does not guarantee work to any qualified firm.

## **II. Funding**

Funding for this Project may come in part from state or federal funds and, therefore, will require outreach to Disadvantaged Business Enterprises (DBE). DBE procedural guidelines and required forms have been included with this Request for Proposals as Attachment A Disadvantaged Business Enterprise (DBE) Procedural Guidelines. These guidelines must be followed for DBE compliance. The forms and outreach documentation must be submitted with your proposal. The selected consultant will be required to report actual DBE participation semi-annually to the SVCSD during the term of the agreement.

Firms that do not provide evidence of compliance with DBE requirements on the forms provided will not have their proposals evaluated under Section VI, Evaluation, below.

### **III. Background**

The Project will reduce the number and volume of wet weather overflows from the sewer collection system by enlarging the size of a portion of the existing piping system. Geologic and geotechnical recommendations related to earth loads on pipe, trench dewatering, trench shoring and bracing, and trenchless construction methods are needed in order to facilitate the design and construction of the Project.

The Project will consist of three distinct reaches, as shown in Exhibit D of the attached Sample Agreement, namely, Reach A from Sixth Street West to Ramon Street, Reach B from Ramon Street to Old Maple Avenue, and Reach C from Buena Vida Court to Happy Lane.

Reach A is within Caltrans and City right-of-way within the limits of City of Sonoma (City). This Reach will consist of the construction of approximately 3,700 lineal feet of new 27 inch diameter plastic sewer trunk pipe and appurtenances at approximately depths between 20 to 30 feet below grade using trench and/or trenchless construction methods, and will be constructed roughly parallel to the existing 21 inch diameter reinforced concrete pipe (RCP) sewer trunk and appurtenances as shown in the Preliminary Plan Set enclosed in Exhibit D of the attached Draft Agreement. For this Reach, the selected firm will need to obtain a Caltrans Encroachment Permit, comply with Caltrans regulations for work within Caltrans' right-of-way, and shall produce a geotechnical report that will be acceptable to Caltrans for construction of the Project. For this Reach, the selected firm may also need to obtain a City Encroachment Permit, comply with City regulations for work within the City's right-of-way, and shall produce a geotechnical report that will be acceptable to City for construction of the Project. For this Reach, the selected firm may also need to obtain a County well drilling permit for the installation and later removal of any needed piezometer stations as needed for any aquifer (pumping and slug) testing.

Reach B will pass through a private mobile home park, through the public Maxwell Recreational Park, and cross the public County roadway at Verano Avenue. This Reach is currently proposed to replace approximately 2,950 lineal feet of existing 21 inch diameter RCP trunk main and appurtenances with a new 27 inch diameter plastic sewer trunk pipe and appurtenances at anticipated depths between approximately 7 to 25 feet below grade and will include trenched and trenchless construction methods. For this Reach, the selected firm may need to obtain a County Encroachment Permit, comply with County regulations for work within County's right-of-way, and shall produce a geotechnical report that will be acceptable to the County for construction of the Project. For this Reach, the selected firm may also need to use the Caltrans Encroachment Permit obtained for the Reach A project to cover portions of the Reach B project, comply with Caltrans regulations for work within Caltrans' right-of-way, and produce a geotechnical report that will be acceptable to Caltrans for construction of the Project. Within Maxwell Recreational Park, the SVCSD will obtain any required access, but the selected firm will be required to comply with any requirements contained in access agreements.

Reach C will start on Buena Vida Court, travel along public County roadways, and cross privately-owned open land to end on Happy Lane. This Reach is currently proposed to replace approximately 2,600 lineal feet of existing 21 inch diameter RCP trunk main piping and appurtenances with a new 27 inch diameter plastic sewer trunk pipe and appurtenances at anticipated depths between approximately 7 to 15 feet below grade and will include trenched and trenchless construction methods. For this Reach, the selected firm may need to obtain a County Encroachment Permit, comply with County regulations for work within County's right-of-way, comply with requirements contained in access agreements, and produce a geotechnical report that will be acceptable to the County for construction of the project.

#### **IV. Minimum Qualifications**

1. Experience as a continuously-operating entity engaged in the performance of similar work.
2. Responsible Engineer shall be a Geotechnical Engineer licensed in the State of California.

Firms that do not meet the minimum qualifications will not have their proposals evaluated under Section VI, Evaluation, below.

#### **V. Submittal of Proposals**

A sample agreement is enclosed as Attachment B of this RFP. Please review the entire sample agreement carefully before submitting a proposal. If any significant omissions or ambiguities in the sample agreement come to the Water Agency's attention while under review by interested firms, the SVCSD will make a uniform written response to all parties.

Proposals shall include the following:

1. A Table of Contents and page numbers
2. A scope of work for each Reach, including proposed schedules
3. A statement of qualifications and a list of personnel to be assigned to the work, including a resume for each person listing education, experience, licenses and/or certifications, and expertise in this type of work
4. A list of persons or firms to whom any phase of the work may be subcontracted, including a statement of their qualifications and experience
5. Any proposed exceptions to the indemnification, insurance, or other terms of the draft agreement. Please make comments as specific as possible. If no exceptions are included in the proposal the standard terms will be considered acceptable
6. Required evidence of DBE outreach
  - a) Completed DBE Checklist (Form 1, included in Attachment A DBE Guidelines)
  - b) Completed DBE Subconsultant Participation Form (Form 2, included in Attachment A DBE Guidelines)
  - c) Supporting documentation providing evidence of performance and extent of Good Faith Effort
7. Itemized breakdown of estimated hours and fees for each task, and billing schedule (range) for geotechnical engineering services related to project design for each Reach
8. Itemized breakdown of estimated hours and fees for geotechnical engineering services related to as-needed construction services for each Reach.

Interested firms must submit 4 copies of their proposal and 1 bound copy of their DBE Documentation by 4:30 pm, Wednesday, July 10, 2013. Mail to the attention of Victor Swift, Sonoma Valley County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.

## **VI. Evaluation**

Proposals that do not include all of the information requested cannot be adequately evaluated. Evaluation will be based on:

1. Responsiveness to the work requirements
2. Professional qualifications and overall performance
3. Demonstrated understanding of the project requirements and ability to perform the work in accordance with good practices common to the industry
4. Compliance with required DBE outreach
5. Time required (proposed schedule)
6. Exceptions to agreement terms
7. Cost for geotechnical engineering services related to design
8. Cost for as-needed geotechnical engineering services related to construction

Final terms of the agreement and price will then be negotiated with the firm selected.

## **VII. Contacts**

If you have any questions, please contact the Project Manager, Victor Swift, P.E. at 707-547-1975 or Vic.Swift@scwa.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads "James Jasperse". The signature is stylized with a large initial "J" and a long, sweeping underline.

James Jasperse, P. E.  
Chief Engineer

Encs    Attachment A – Disadvantaged Business Enterprise (DBE) Procedural Guidelines  
         Attachment B – Sample Agreement

c        Victor Swift, P.E.  
         Curran Price  
         Lisa Consani  
         Lynne Rosselli  
         Joan Hultberg

## Attachment A

### Disadvantaged Business Enterprise (DBE) Procedural Guidelines for Proposals

#### 1.1. Summary of DBE Requirements

- Employ the Good Faith Efforts in paragraph 1.7.
- Complete and submit Form 1 (Good Faith Efforts Checklist) and supporting documentation with your proposal.
- Complete and submit Form 2 (DBE Subconsultant Participation Form) with your proposal.

#### 1.2. Introduction

Funding for this project may come in part from state or federal funds and therefore requires outreach to disadvantaged business enterprises (DBE) or other special provisions. The purpose of this document is to provide procedural guidelines that must be adhered to for DBE compliance along with forms that must be submitted with a proposal. The selected Consultant will be required to report actual DBE participation semi-annually to the Water Agency during project implementation.

According to federal and state regulations, Consultants on this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any supplemental contracts (subcontracts). If the Consultant intends to subcontract any portion of the services on the project, the Consultant is **required** to seek out and consider DBE firms as potential subconsultants. The Consultant must contact DBE firms to solicit their interest, capability, and qualifications.

The DBE outreach process identifies DBE firms that may be qualified to submit quotes on subcontracts for the project, and then communicates information on the contracting opportunity to them via a phone call, fax, e-mail message, or letter.

One of the most important elements of the outreach is producing and retaining documentation of efforts made to contact DBE firms. This is typically done by producing printouts of web pages visited, phone logs of calls made or faxes sent, copies of letters sent via fax, mail or e-mail, and printouts of e-mails sent.

#### 1.3. What is a DBE?

For the purposes of this document, a DBE means a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person, or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests are legitimately held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Each DBE solicited and included in the proposal must be certified by the U.S. Environmental Protection Agency, U.S. Small Business Administration, or U.S. Department of Transportation.

Request for Proposal DBE

#### **1.4. Why is DBE Outreach Required?**

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs whenever services, supplies, or equipment are procured, and this requirement. The process to attract DBEs is referred to as the "Good Faith Effort" (GFE). This effort requires that the Water Agency's Consultants and Contractors take the steps listed in paragraph 1.7 to assure that DBEs are utilized to the maximum extent practicable. Failure to take these steps may be cause for Agency to reject a proposal or bid as non-responsive or terminate an agreement for cause.

#### **1.5. How to Outreach to DBEs**

Consultants must make a concerted effort to solicit quotes from eligible DBEs for procured services, supplies, and equipment, and this effort must be thoroughly documented. If it is not practical or possible to comply with one or more of the six GFE steps, Consultants must prepare an explanation and submit to Agency prior to awarding any subcontract.

- a. Follow the six Good Faith Effort steps in paragraph 1.7.
- b. Solicit DBE participation and document all of your efforts:
  - i. At a minimum, use the online services of SBA and MBDA to locate DBEs qualified to work on the project and to post outreach information on the project.
  - ii. Print out a list of DBE names you located with their contact information.
  - iii. Print out the actual postings you uploaded to the websites, as well as other evident of outreach (newspaper adds, etc).
  - iv. Document outreach efforts you made to each DBE:
    - Who was contacted
    - Method of contact (email, fax, phone, letter, etc)
    - Result of contact (Interested, not interested, no answer, etc)
    - Name of person you spoke to
    - If no contact was made initially, document at least two more attempts before giving up.
- c. Submit all documentation of efforts and required forms to Water Agency with your project proposal.

#### **1.6. Consultant Responsibilities Regarding Subconsultants**

- Pay all Subconsultants for satisfactory performance no more than 30 days from receipt of payment from the Water Agency.
- Notify the Water Agency in writing prior to termination of a DBE subconsultant for any reason.
- If a DBE Subconsultant fails to complete work under the subcontract for any reason, Consultant shall employ the six GFEs if soliciting a replacement Subcontractor.
- Employ the GFE steps even if the Water Agency has achieved its DBE goal.
- Maintain records documenting compliance with the requirements.
- Provide semi-annual reports on DBE utilization in a format approved by the Water Agency.

Request for Proposal DBE

#### **1.7. Demonstration of Good Faith Effort (Six Good Faith Steps)**

The DBE "Good Faith Effort" (GFE) consists of the following six steps:

**STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation.**

Consider in the scope of work whether portions of the work could be feasibly subcontracted with DBEs. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. Submit documentation along with the SOQ that demonstrates the division of work into small proprietary portions (e.g. elements of planning, studies, design, permitting, monitoring, project implementation).

**STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.**

Make information on solicitation opportunities available to DBEs well in advance of the required requirements permit, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process. As indicated, submit documentation that includes DBE solicitation notifications and the date thereof.

**STEP 3: Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (DOC) in soliciting qualified DBEs.**

These agencies offer several services that are generally provided at no cost, including Internet access to databases of DBEs (resources provided in paragraph 1.8 below). At a minimum, Consultant must search for DBE firms and advertise this project on both SBA and MBDA websites, and submit documentation that demonstrates evidence of this.

**STEP 4: Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.**

**STEP 5: Include qualified DBEs on solicitation lists and record the information.**

Solicitation should be as broad as possible. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. As indicated, submit documentation that demonstrates the preparation of a DBE solicitation list.

**STEP 6: Require the consultant team and subconsultants to implement the steps (1) through (5) above for procuring services, supplies, or equipment.**

#### **1.8. DBE Outreach Resources**

DBE firms can be identified utilizing many sources, but most federal funding sources require the consultant or consultant team to use only two: the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA). State funding agencies that pass through federal funds may recommend other sources of DBE information. These include the California Public Utilities Commission (CPUC) and the California Department of Transportation (Caltrans). All of these organizations post information on their websites to aid in identifying DBE firms.

The web sites in the table below include a list of available sources for expanding the search for eligible DBEs. Note that utilizing the SBA and MBDA resources are a mandatory part of a GFE process at the Water Agency. If DBE sources are not located, explain why and describe the efforts made.

Request for Proposal DBE

Required DBE Resources	Contact Information
<p><b>Small Business Administration (SBA)</b></p> <p><b>To locate DBE businesses:</b></p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://web.sba.gov/pro-net/search/dsp_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a></li> <li>2. At the top, click on <b>Quick Market Search</b></li> <li>3. Under <b>NAICS Codes</b> and <b>Keywords</b>, choose either default <b>"Any,"</b> or <b>"All."</b></li> <li>4. Under <b>States</b>, scroll down and click on <b>California</b></li> <li>5. Click on <b>Help</b> next to "Metropolitan Statistical Area" to lookup project location.</li> <li>6. Click <b>Search using these criteria</b></li> </ol> <p>To use advanced search parameters, click on <b>"DSBS"</b> at the top and enter criteria in the fields.</p>	<p><a href="http://web.sba.gov/pro-net/search/dsp_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a></p>
<p><b>To post an opportunity:</b></p> <p>You must use SUB-Net to post subcontracting opportunities (this is free of charge). Small businesses can review this web site to identify opportunities in their areas of expertise.</p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></li> <li>2. In the upper left corner, click on <b>"Post."</b></li> <li>3. Register* and log-in.</li> <li>4. Click on <b>Sub-Net</b></li> <li>5. Click on <b>Enter Solicitation</b> and fill in details.</li> </ol> <p>*This requires that you enter your company profile and a DUNs Number. If you do not have a DUNs Number, you must register for one through <a href="http://www.dnb.com/us/duns_update/">http://www.dnb.com/us/duns_update/</a>.</p>	<p>Subnet and Bid Notification: <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></p>
<p><b>U.S. Department of Commerce Minority Business Development Agency (MBDA)</b></p> <p>The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help DBEs. The MBDA website allows you to post an opportunity, much like placing an advertisement in a trade journal.</p> <p>On the website, click on "My Business Tools" and register to obtain a login and password. Log in; click on "Business Dashboard;" click on "post opportunities;" click on your company name; click on "submit new opportunity;" and complete questionnaire. You must obtain a screen print of the posted opportunity as evidence of its use and submit this documentation with your proposal.</p>	<p><a href="http://www.mbda.gov/">www.mbda.gov/</a></p> <p>(202) 482-0404 or email us at <a href="mailto:support@mbda.gov">support@mbda.gov</a>.</p>

Request for Proposal DBE



Other Useful DBE Resources	Contact Information
<b>California Public Utilities Commission (CPUC)</b> CPUC maintains a database of DBE-owned business enterprises and serves to inform the public.	<a href="http://www.cpuc.ca.gov/puc/supplierdiversity">http://www.cpuc.ca.gov/puc/supplierdiversity</a>
<b>California Department of Transportation (Caltrans)</b> Based on the federal Disadvantaged Business Enterprises (DBE) program, Caltrans maintains a database and provides directories of minority and woman-owned firms. Always print the search results page(s) and keep them with the rest of the documentation.	<a href="http://www.dot.ca.gov/hq/bep">www.dot.ca.gov/hq/bep</a>
<b>North American Industry Classification System (NAICS)</b> Under Downloads Reference Files, Tools, click "For 2012 NAICS" and Download files for NAICS definitions	<a href="http://www.census.gov/eos/www/naics/">http://www.census.gov/eos/www/naics/</a>
<b>U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU)</b> OSDBU's mission includes "fostering opportunities for partnerships, contracts, sub-agreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.	<a href="http://cfpub.epa.gov/sbvps/">http://cfpub.epa.gov/sbvps/</a>

Request for Proposal DBE

**FORM 1****Good Faith Efforts Checklist  
Disadvantaged Business Enterprise Program (DBE)**

In support of the actions identified in the Table below, the consultant must:

Attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" and "NA" answers.

DBE Checklist		Yes	No	NA <sup>1</sup>
1	Did you solicit proposals or quotes from subconsultants for this project?			
2	Did you review DBE resources (SBA, MBDA, etc.)?			
3	Did you develop a solicitation list of potential qualified DBE firms?			
4	Did you contact DBE's?			
5	Did you include DBE requirements in solicitations?			
6	Did you solicit proposals from DBE's?			
7	Did you break down the project, where economically feasible, into smaller components?			
8	Did project components have reasonable delivery schedules?			
9	Did you provide sufficient time to facilitate the submission of DBE proposals?			
10	Did you advertise the solicitation in local papers, or trade associations, or post to DBE websites? If yes, which papers/trade associations/websites?			
11	Did you encourage DBEs to submit proposals as a consortium because of project size?			
12	Did you require subconsultants to apply the good faith efforts?			
13	Were the good faith efforts identified as a "responsiveness/responsible" criterion in the solicitation?			
14	Did DBE firms submit proposals?			
15	Did you select any DBE firms?			
16	Is the subconsultant you selected using any subcontractors?			
17	If yes, did you ensure that the subconsultant implemented DBE procedures			

1. NA – Not Applicable

**Supporting Documentation**

1. Examples of supporting documentation include:

- i. List of DBE firms;
- ii. List of potential sub-contract work elements;
- iii. Evidence of contact with DBE firms (copies of invitations for proposals or quotes, web-site posts, contact letters, faxes and telephone call sheets, etc.);
- iv. Copies of all procurement advertisements; and,
- v. List of all consultants that submitted proposals or quotes. Any confidential information may be redacted from supporting documents.

\_\_\_\_\_  
Consultant Name

\_\_\_\_\_  
Project Manager Signature/Date

Contact Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Request for Proposal DBE

**FORM 2****Disadvantaged Business Enterprise Program  
DBE Subconsultant Participation Form**

PROJECT NAME	PRIME CONSULTANT
PRIME CONSULTANT PROJECT MANAGER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	CURRENTLY CERTIFIED AS A DBE?
<hr/> Prime Consultant Signature		
<hr/> Print Name		

Request for Proposal DBE

**"Working Today for Water Tomorrow"**

*The Sonoma County Water Agency's Integrated Management Policy for ISO 9001 and 14001 states that we are committed to always improving, achieving customer satisfaction, total regulatory compliance, environmental stewardship, and resource management.*

## **Sample Agreement for Geotechnical Engineering Services for Replacement of Sonoma Valley Trunk Main**

This agreement ("Agreement") is by and between **Sonoma Valley County Sanitation District**, a body corporate and politic of the State of California (collectively referred to as "District") and **[Other Party: TBD]**, type of entity\* ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

### **RECITALS**

- A. Consultant If corp from a state outside CA, add: certifies that it is a \_\_\_\_ state corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed \_\_\_\_\_ type of firm, experienced in \_\_\_\_\_ and related services.
- B. The District conducted a Wet Weather Overflow Study published in March 2002 which evaluated the District's sewer capacity.
- C. The District conducted a Phase I Environmental Site Assessment from Studley Street at 6<sup>th</sup> Street West to Happy Lane published in October 2011.
- D. Sonoma County Water Agency operates the Sonoma Valley County Sanitation District ("District") under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the District[s].
- E. Concurrent Resolution No. 02-0234 authorizes Sonoma County Water Agency's General Manager to enter into certain agreements for Districts.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

#### **1. RECITALS**

- 1.1. The above recitals are true and correct.

#### **2. LIST OF EXHIBITS**

- 2.1. The following exhibits are attached hereto and incorporated herein:
  - a. Exhibit A: Scope of Work
  - b. Exhibit B: Schedule of Costs
  - c. Exhibit C: Estimated Breakdown of Costs

- ### **3. SCOPE OF SERVICES**

- | District                                 | Consultant                |
|--|---------------------------|
| Project Manager: Victor Swift, P.E.      | Contact: _(TBD)_____      |
| Phone: 707-547-1975                      | _____                     |
| Email: Vic.Swift@scwa.ca.gov             | _____                     |
|  | Phone: _____              |
| Administrative Contact:<br>Joan Hultberg | Email: _____              |
| Phone: 707-547-1902                      | <b>Remit payments to:</b> |
| Email: Joan.Hultberg@scwa.ca.gov         | _____                     |
| 404 Aviation Boulevard                   | _____                     |
| Santa Rosa, CA 95403-9019                | _____                     |
|  | _____                     |

- Agreement for Geotechnical Engineering Services for Replacement of Sonoma Valley Trunk Main

provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- d. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>

- e. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. **ASSIGNMENT AND DELEGATION**

- 4.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

4.2. *Subcontracts:*

- a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit H.
- b. Notwithstanding the foregoing paragraph 4.1, Consultant may enter into subcontracts with the subconsultants specifically identified herein:

<i>Subconsultant Company Name</i>	<i>DBE (Yes/No)</i>

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- c. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- d. If any subconsultant listed above is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of District.

4.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 4.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 4.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 4.2 above:

- a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit F.
- b. Consultant agrees that affirmative steps will be taken to assure that qualified small, minority, and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted or loan-assisted agreements and subcontracts. Affirmative steps taken shall include those identified in Exhibit F Disadvantaged Business Enterprise (DBE) Procedural Guidelines.
- c. District's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the Agreement exceeds \$25,000. In connection with such approval, Consultant shall provide District with copies of the responses to Consultant's competitive selection process solicitation to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the solicitation.
- d. If any subconsultant hired under this paragraph 4.3 is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of District.
- e. All agreements with subconsultants shall (a) contain indemnity requirements in favor of District in substantially the same form as that contained in Section 8, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

4.4. *Summary of Subconsultants' Work:* No less than quarterly, Consultant shall provide District with a summary of all work performed by all subconsultants during the preceding three months. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

- 4.5. *Restrictions on Lobbying:* Consultant and its subcontractors exceeding \$100,000 are subject to Section 1352, Title 31 of the U.S. Code and implemented at 15 CFR Part 28, New Restrictions on Lobbying.

5. **PAYMENT**

- 5.1. (To be determined)

6. **TERM OF AGREEMENT**

- 6.1. This Agreement shall expire on                     , unless terminated earlier in accordance with the provisions of Article 6 (Termination).

7. **TERMINATION**

- 7.1. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 7.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 7.3. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to District all materials and work product subject to Paragraph 12.9 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.4. *Payment Upon Termination:* Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Paragraph 6.2, District shall deduct from such amounts the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.



- 7.5. *Termination for Non-Appropriation:* District may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:
- a. District has exhausted all funds legally available for payments to become due under this Agreement;
  - b. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to District;
  - c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
  - d. An appropriation of funds for the next fiscal year has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.
- 7.6. *Authority to Terminate:* District's right to terminate may be exercised by Water Agency's General Manager.

## **8. INDEMNIFICATION**

- 8.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Sonoma Valley County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or Sonoma Valley County Sanitation District based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent negligence on the part of Sonoma County Water Agency or Sonoma Valley County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or Sonoma Valley County Sanitation District. Sonoma County Water Agency and Sonoma Valley County Sanitation District shall have the right to select their legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**9. INSURANCE**

- 9.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E.

**10. PROSECUTION OF WORK**

- 10.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

**11. EXTRA OR CHANGED WORK**

- 11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that District personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of District.

**12. CONTENT ONLINE ACCESSIBILITY**

- 12.1. *Accessibility:* District policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a District/County-managed or District/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and District's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall

include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with District staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with District's Web Site Accessibility Policy shall be the responsibility of Consultant. If District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District/County-managed or District/County-funded Web site does not comply with District Accessibility Standards, District will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District's right to pursue any and all other remedies at law or in equity:
  - a. Cancel any delivery or task order
  - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
  - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for District, District may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by District in connection with such changes or repairs.
- 12.6. *District's Rights Reserved:* Notwithstanding the foregoing, District may accept deliverables that are not strictly compliant with District Accessibility Standards if District, in its sole and absolute discretion, determines that acceptance of such products or services is in District's best interest.

### **13. REPRESENTATIONS OF CONSULTANT**

- 13.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right

to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 13.2. *No Suspension or Debarment:* Consultant and Consultant's subcontractors, consultants, and other agents warrant that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant and Consultant's subcontractors, consultants, and other agents also warrant that they are not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. All subcontracts are subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce implementing regulations published at 15 CFR Part 26, Subparts A through E, Governmentwide Debarment and Suspension (Nonprocurement)" and 15 CFR Part 29 "Governmentwide Requirements for a Drug-Free Workplace."
- 13.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.
- 13.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. In addition, Consultant shall make these records available to auditors of the State for the purposes of examining the records relative to services and materials provided under the grant.
- 13.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by District, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with District

within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 13.6. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.7. *Assignment of Rights:* Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.
- 13.8. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.
- 13.9. *District Liability:* District is a separate legal entity from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

- 13.10. *Review and Inspection by State of California (Grantor):* Consultant shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of the grant, including review and inspection on a daily basis.

#### **14. PREVAILING WAGES**

- 14.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established, including but not limited to drilling and traffic controllers, an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at District and will be made available to any person upon request.
- 14.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 14.3. *Compliance with Law:* Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

#### **15. DEMAND FOR ASSURANCE**

- 15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other

agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits District's right to terminate this Agreement pursuant to Article 6 (Termination).

## **16. MEDIATION OF DISPUTES**

- 16.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, District and Consultant agree first to try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:
- a. The mediation shall be conducted in Santa Rosa, California.
  - b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
  - c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

## **17. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

- 17.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 17.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 17.

## 18. **MISCELLANEOUS PROVISIONS**

- 18.1. *No Bottled Water:* In accordance with District Board of Directors Resolution No. 09-0920, dated September 29, 2009, no District funding shall be used to purchase single-serving, disposable water bottles for use in District facilities or at District-sponsored events. This restriction shall not apply when potable water is not available.
- 18.2. *No Waiver of Breach:* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 18.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 18.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 18.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 18.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to



Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to substance:

By: \_\_\_\_\_  
Water Agency General Manager

Reviewed as to funds:

By: \_\_\_\_\_  
Water Agency Division Manager -  
Administrative Services

Reviewed as to form:

By: \_\_\_\_\_  
County Counsel

**[Other Party: TBD], a [type of entity]**

By: \_\_\_\_\_

\_\_\_\_\_  
(Please print name here)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Insurance Documentation is on file with  
District

\_\_\_\_\_  
(Date)

**Sonoma Valley County Sanitation District**

By: \_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Clerk of the Board

# **Exhibit A**

## **Scope of Work**

### **1. COMMENCEMENT OF WORK**

- 1.1. Consultant is authorized to proceed with the performance of this Agreement upon written notification from Project Manager.

### **2. SCOPE**

**(Note about the Scope of Work:** Tasks described below are examples of possible general requirements of the Consultant. Consultant shall develop a recommended and detailed scope of work specific to the geologic/geotechnical-related needs of the new Trunk Sewer Replacement Project (Project) in their proposal).

#### **2.1. General Overview:**

- a. Geologic/Geotechnical engineering analysis for construction of a new 27-inch diameter sewer trunk main
- b. Consultation with District during design
- c. Testing and analysis of site conditions and soils
- d. Evaluation of results and presentation of recommendations during design

#### **2.2. Pre-construction activities**

- a. Obtain and comply with Caltrans, County, and City Encroachment Permits as-needed for Geotechnical Work within Caltrans, County, and City right-of-ways.
- b. Review pertinent previous Geotechnical Reports in the vicinity of the Project.
- c. Perform surface reconnaissance of the Work site.
- d. Contact underground services (USA).
- e. Perform borings and cone penetration tests (CPT), including drilling, logging, and sampling auger test borings or rotary wash borings. Borings and CPTs shall be provided at intervals and locations sufficient to measure the depth of groundwater and define the varying soil characteristics that may affect design or construction. CPT data shall be correlated with sample boring results. Obtain samples for visual classification and laboratory testing to determine physical properties of the soils sampled. Boring locations shall be indicated on a plan sheet covering the entire Work area.
- f. Perform aquifer (pumping and slug) tests in any piezometers after installation in order to determine dewatering drawdown and recharge characteristics at those locations.
- g. Restore site to its original condition or as otherwise required by any encroachment permits.

**2.3. Testing and Laboratory services:**

- a. Testing may include but not be limited to:
  - i. Free swell and/or expansion index
  - ii. Direct and/or tri-axial shear strength
  - iii. Maximum dry density
  - iv. R-value
  - v. Gradation
  - vi. Soil moisture content
  - vii. Sand equivalent
  - viii. Alkali, sulfate, or other deleterious material
  - ix. Other engineering classification tests required in support of Project

**2.4. Evaluation and Recommendations:**

- a. Evaluation of sites for potential geologic or seismic hazards.
- b. Evaluation of soils for potential use as compacted trench backfill.
- c. Evaluation of depth and nature of the underlying soil and bedrock materials, with particular focus on consolidation, settlement, the potential for liquefaction and lateral spread, slope stability and earth pressures, and the extent of previously placed fill materials.
- d. Recommendations for trench, and various types of trenchless, installations.
- e. Recommendations for trench shoring and bracing.
- f. Recommendations for trench dewatering measures.

**2.5. Optional Construction Services**

- a. Do not proceed with this task unless requested in writing by District's Project Manager.
- b. Perform additional services as requested by District to support the construction effort. The additional services will be agreed to by Consultant and District and described in writing by District.
- c. Additional services may include, but not be limited to, geotechnical, engineering, and construction support services necessary to facilitate construction of the Project, related to:
  - i. Assistance during bidding
  - ii. Review and responses to Requests for Information (RFIs)
  - iii. Review and responses to submittals
  - iv. Review and/or development of change orders
  - v. Site visits to observe construction activities, status, key milestones, or related issues

### 3. **DELIVERABLES**

#### 3.1. **Report of Results, Conclusions, and Recommendations:**

Reports shall be prepared in draft form and **4** printed copies and one electronic copy on compact disc (CD) of the draft shall be submitted to the Agency for review and approval according to terms set forth in the Agreement Memorandum. The draft reports and any report revisions shall include all the requirements listed for the Final Report listed herein below. The Agency will return **1** copy of the draft report to the Consultant with comments or approval in writing **within 14 calendar days** of receipt

#### 3.2. **Report Revisions:** If the Agency requests revisions, the Consultant shall revise the draft report and resubmit **4** printed copies and one electronic copy of the report on CD for Agency approval **within 14 calendar days** of receipt of revisions.

#### 3.3. **Final Report:** Following Agency approval and prior to Agency's acceptance of Work under this Agreement, the Consultant shall submit to Agency **4** printed copies and one electronic copy on CD of the final approved report **within 5 calendar days** of receipt of Agency's approval. The report shall include the following:

- a. Table of Contents
- b. Summary results
- c. Maps and/or plates of the Study Area showing boring and test pit locations
- d. Boring logs for each bore location with soil type, density, blow count, and depth of any groundwater encountered
- e. A narrative of the Work performed, discussing methodology, equipment used, the results of any tests required to obtain the requested information (including test pit and boring logs), a professional opinion of the results of those tests, and conclusions and recommendations including but not limited to the following:
  - i. Geologic Hazards: Identify any known faults and existing landslides within the Project Study Area, address liquefaction potential, and address presence of alkalis, sulfates, or other deleterious materials
  - ii. Non-Engineered Fill: Identify locations of non-engineered fill and provide recommendations for construction through these areas
  - iii. Pipe and manhole bedding and backfill recommendations including the potential to use excavated material as bedding or backfill
  - iv. Shoring and bracing requirements including active and passive pressures, cohesion values, seismic earth pressure (if relevant), and traffic surcharge loading for un-restrained and restrained conditions above and below the groundwater table
  - v. Recommendations for appropriate types of shoring and bracing to be used for each type of soil encountered

- vi. The potential for pipeline construction within hard rock locations and special requirements associated therewith
- vii. Trench dewatering requirements
- f. Other relevant information to support any changes made to specified designs during construction
- g. Detailed description of literature reviewed, and individuals and agencies contacted
- h. The Stamp and Signature of the California Registered Professional Geotechnical Engineer responsible for preparation, and/or professional oversight during preparation of the report

## **Exhibit B**

### **Billing Rates/Schedule of Costs**

(To be determined)

## **Exhibit C**

### **Estimated Breakdown of Costs**

(To be determined)



## Exhibit D

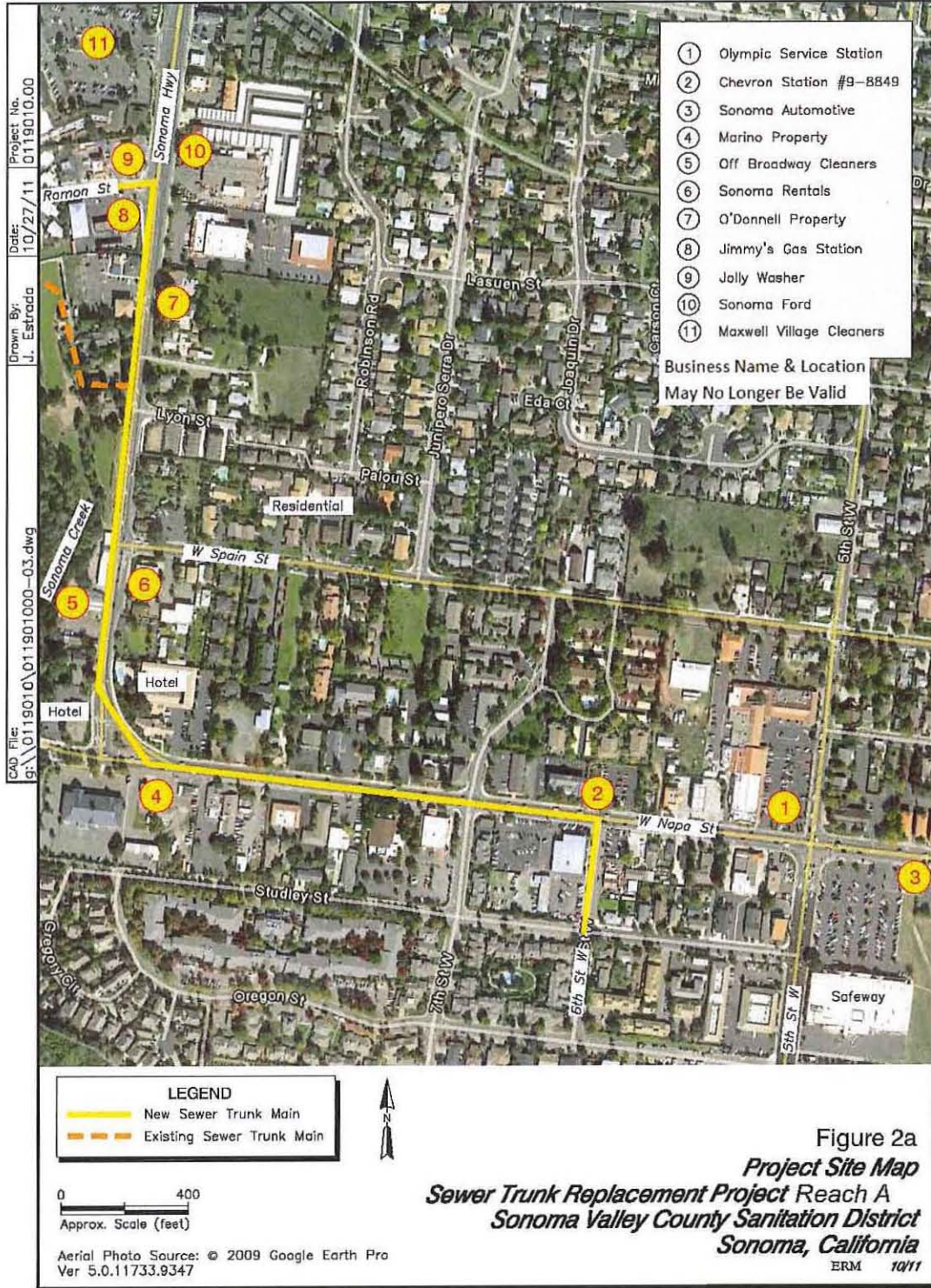
### Site Vicinity Maps

#### Exhibit D





# Exhibit D



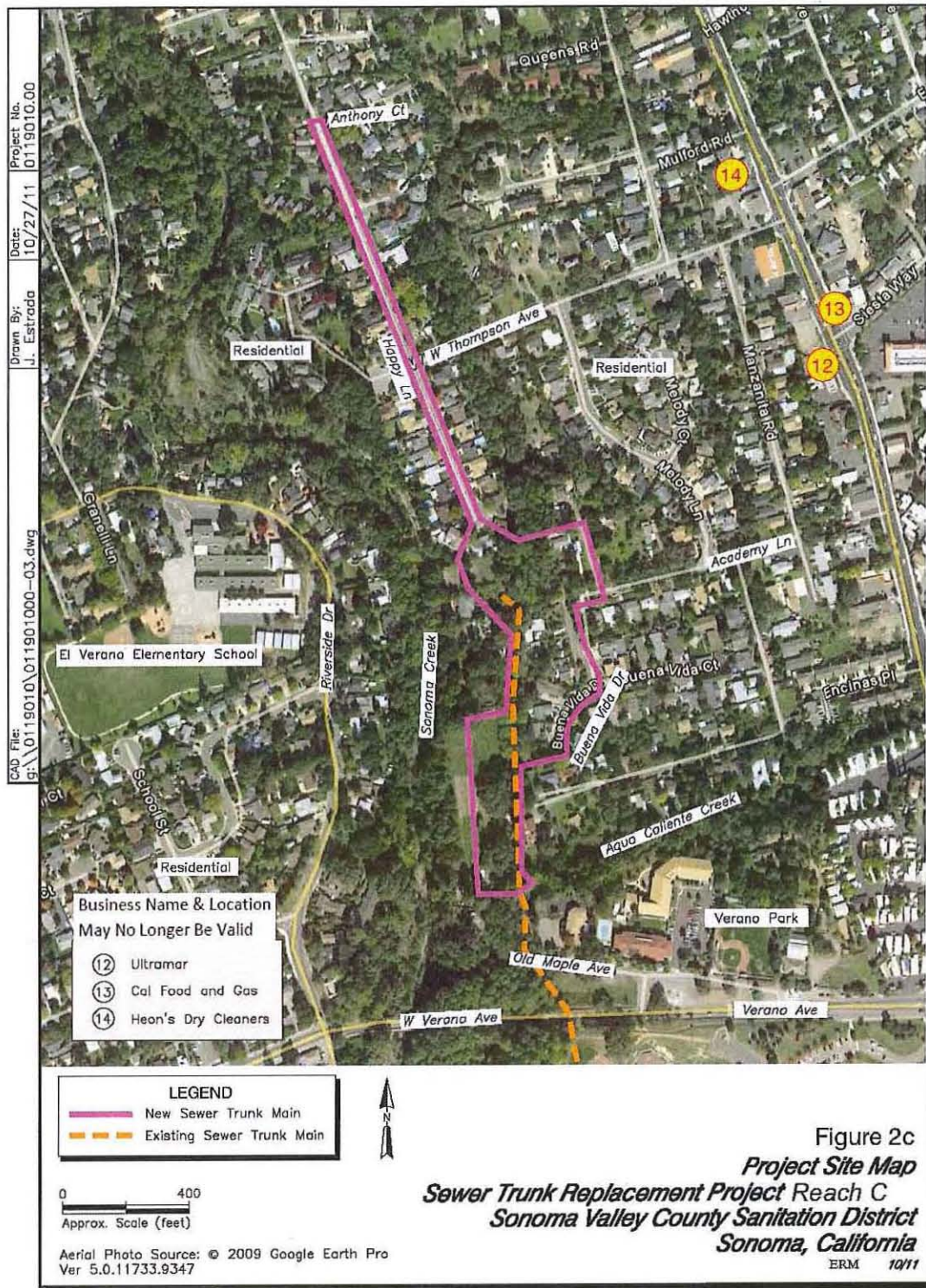


# Exhibit D

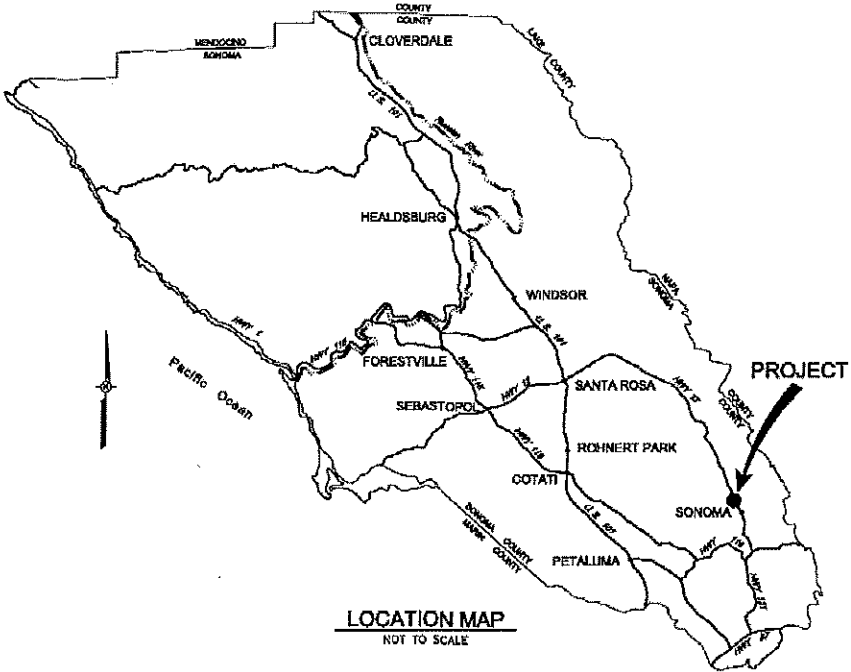




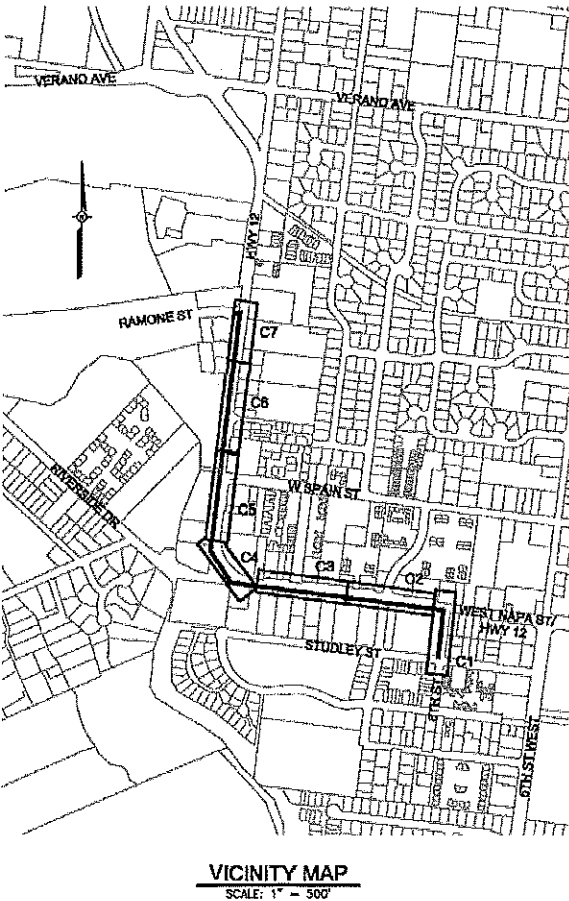
## Exhibit D



SONOMA VALLEY COUNTY SANITATION DISTRICT  
SEWER TRUNK REPLACEMENT  
PHASE IV-A  
(6TH STREET WEST TO RAMONE STREET)



INDEX TO DRAWINGS		
SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	G-1	LOCATION MAPS, VICINITY MAP, AND INDEX TO DRAWINGS
2	G-2	GENERAL NOTES, ABBREVIATIONS, SYMBOLS, CONTROL, AND STRUCTURE TABLE
3	C-1	PLAN AND PROFILE STA 10+00 TO STA 14+00
4	C-2	PLAN AND PROFILE STA 14+00 TO STA 20+00
5	C-3	PLAN AND PROFILE STA 20+00 TO STA 28+00
6	C-4	PLAN AND PROFILE STA 28+00 TO STA 31+00
7	C-5	PLAN AND PROFILE STA 31+00 TO STA 37+00
8	C-6	PLAN AND PROFILE STA 37+00 TO STA 43+00
9	C-7	PLAN AND PROFILE STA 43+00 TO STA 46+24



BAR LENGTH ON ORIGINAL  
DRAWING EQUALS ONE INCH  
ADJUST SCALE ACCORDINGLY



PRELIMINARY SUBJECT TO REVISION			
NO.	DATE	REVISION	BY

SONOMA VALLEY COUNTY  
SANITATION DISTRICT

60% SUBMITTAL

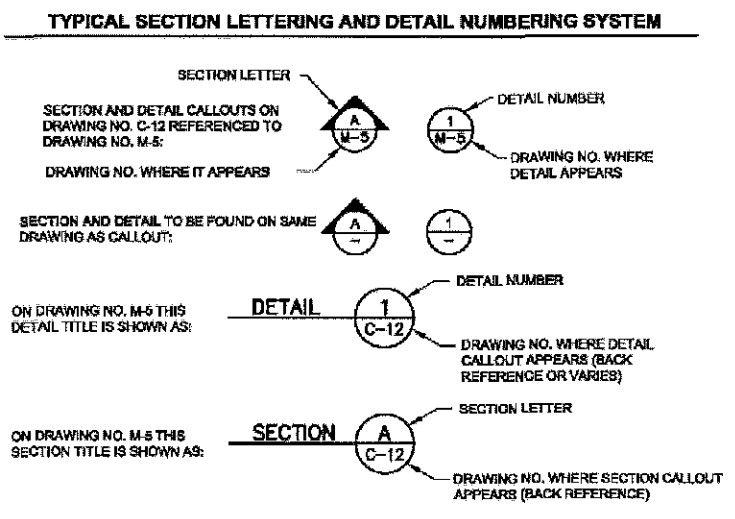
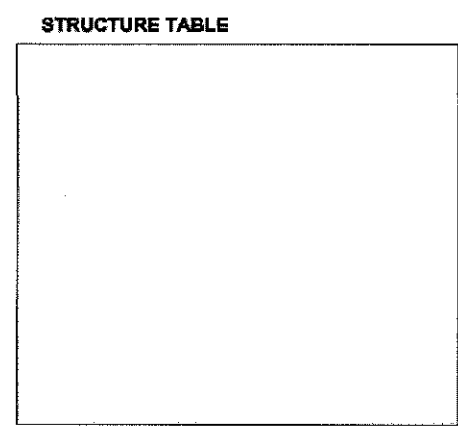
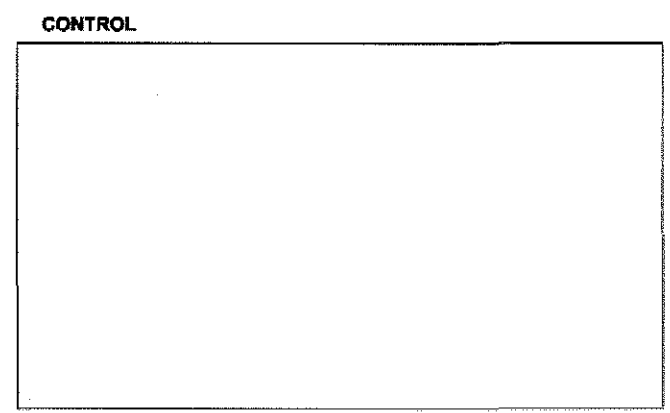
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SVCSO SEWER TRUNK REPLACEMENT PHASE IV-A			
LOCATION MAPS, VICINITY MAP, AND INDEX TO DRAWINGS			
FILE NAME: 7385 JV-A_PlanAndProfile.dwg		DRAWING NUMBER:	G-1
CONTRACT NUMBER: 70-XX-3			
			SHEET 1 OF XX

Table with 3 columns: Abbreviation, Description, and another Abbreviation/Description. Includes terms like AB (Aggregate Base), AC (Asphaltic Concrete), ACP (Asbestos Concrete Pipe), AD (Area Drain), etc.

Table with 2 columns: Symbol, Description. Includes symbols for NEW and EXISTING lines, manholes, cleanouts, junction boxes, fences, and various utility lines.

- GENERAL NOTES
- 1. HORIZONTAL DATUM: CALIFORNIA COORDINATE SYSTEM 1983 (CCS83), ZONE II (1991.35)
  - 2. PRIMARY HORIZONTAL CONTROL: NATIONAL GEODETIC SURVEY REFERENCE STATION: HPGN D CA 04 KF (PID JT9818 PUBLISHED CCS83 VALUES (U.S. SURVEY FT.): NORTH: 1,851,473.83 EAST: 6,427,331. PUBLISHED ACCURACY: FIRST ORDER (HORIZONTAL). THIS REFERENCE STATION IS ALSO SHOWN ON RECORD OF SURVEY NO. S-566, FILED FOR RECORD IN BOOK 2001 OF MAPS, AT PAGE 43, OFFICIAL RECORDS OF THE COUNTY OF SONOMA, CALIFORNIA.
  - 3. VERTICAL DATUM: BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1928 (NGVD28)
  - 4. PRIMARY VERTICAL CONTROL: SONOMA COUNTY WATER AGENCY BENCHMARK SV-1: A 1-1/2" BRONZE DISC SET IN THE CONCRETE BASE OF THE FLAG POLE LOCATED AT THE SOUTHEAST CORNER OF THE SONOMA VALLEY TREATMENT PLANT OPERATIONS BUILDING. ELEVATION: 23.43'
  - 5. STATIONING: ALL STATIONING REPRESENTS HORIZONTAL MEASUREMENT AT CENTERLINE OF CONSTRUCTION.
  - 6. ORIENTATION: RIGHT AND LEFT DIRECTIONS ARE FROM CENTERLINE LOOKING UPSTATION.
  - 7. LENGTH: LENGTHS INDICATED ARE MEASURED BETWEEN CENTERS OF MANHOLES.



Vertical text on the left margin: "Sonoma Valley County Water Agency" and "Sanitation District".

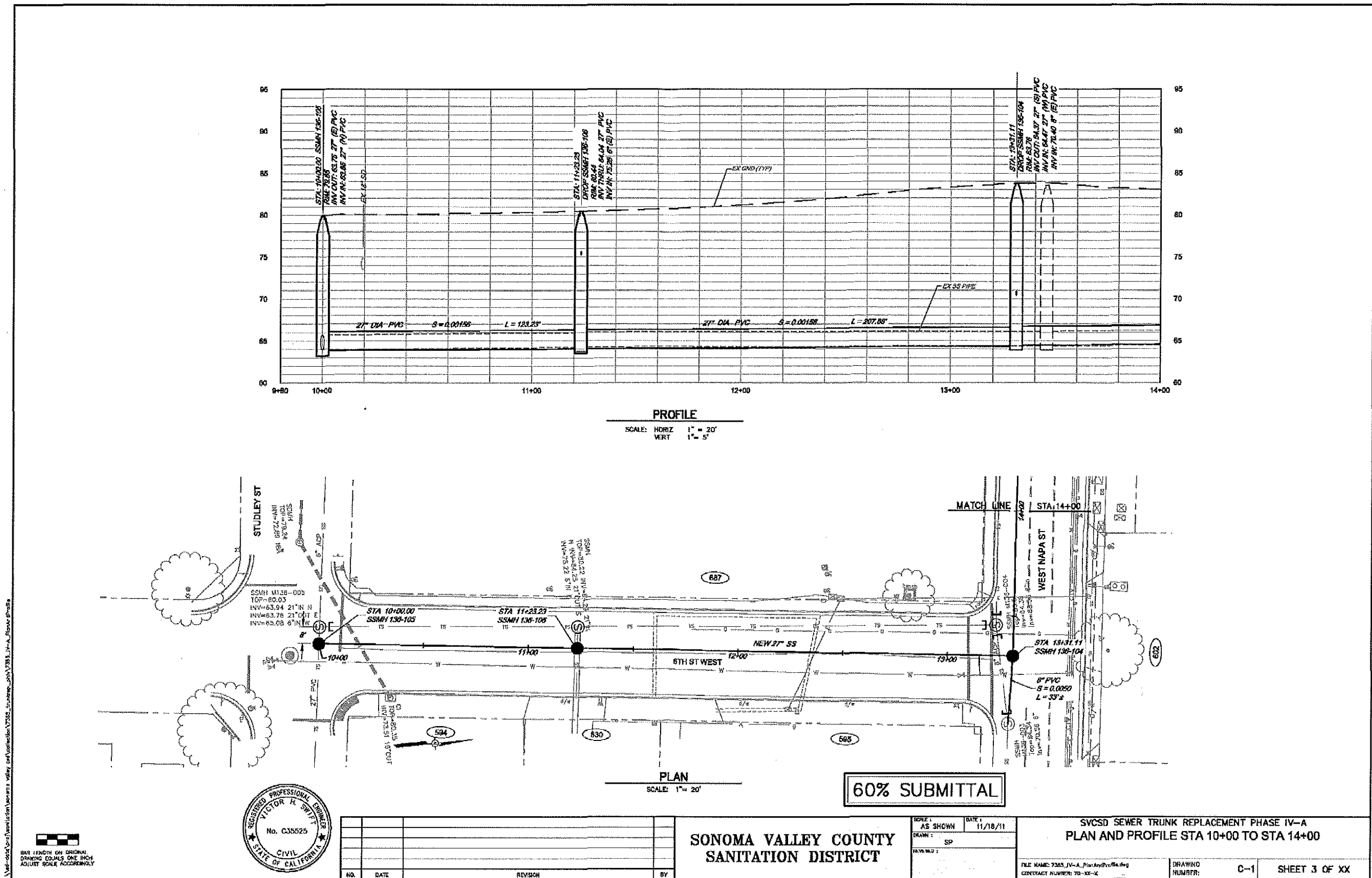


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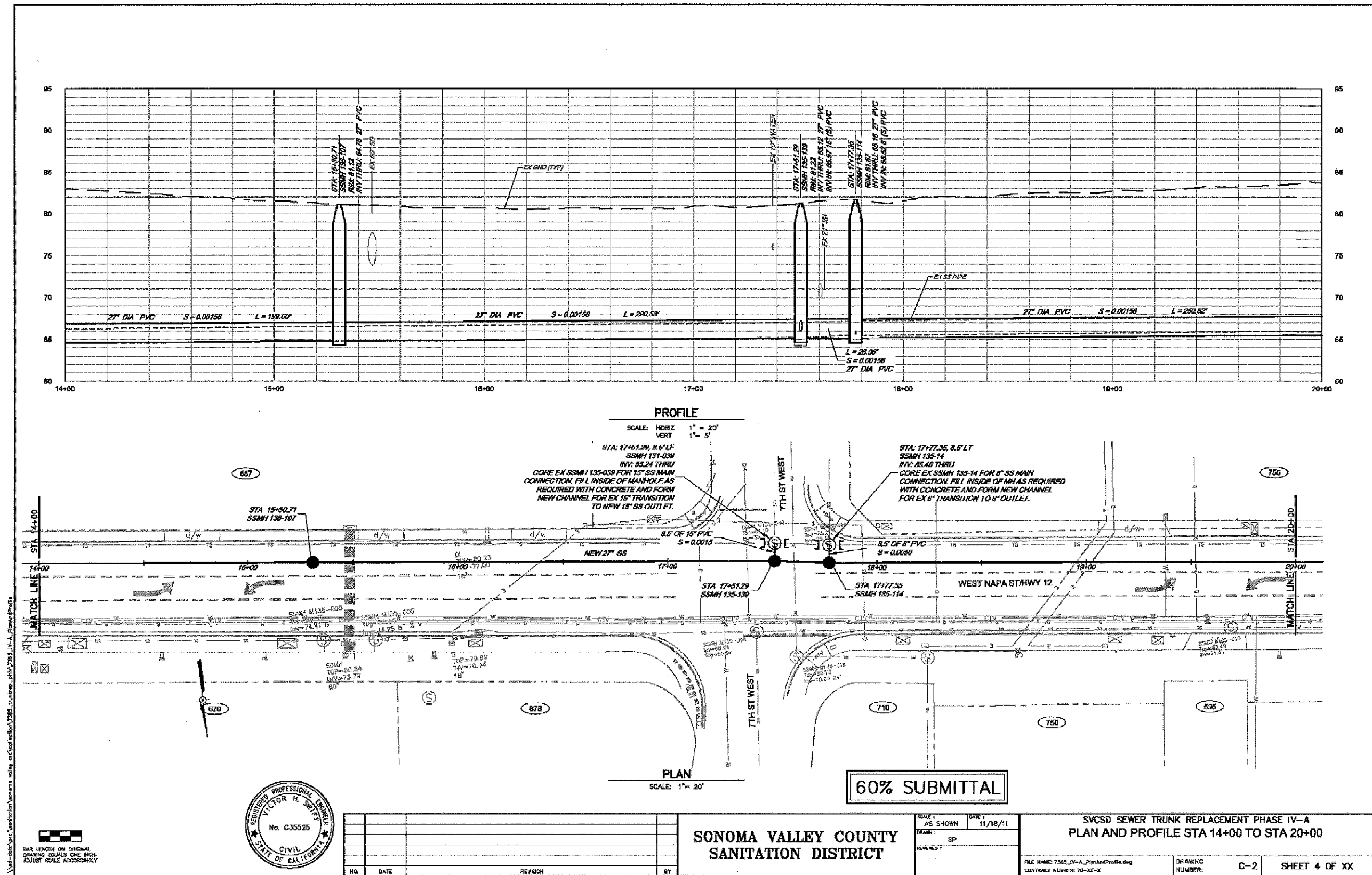
SONOMA VALLEY COUNTY  
SANITATION DISTRICT

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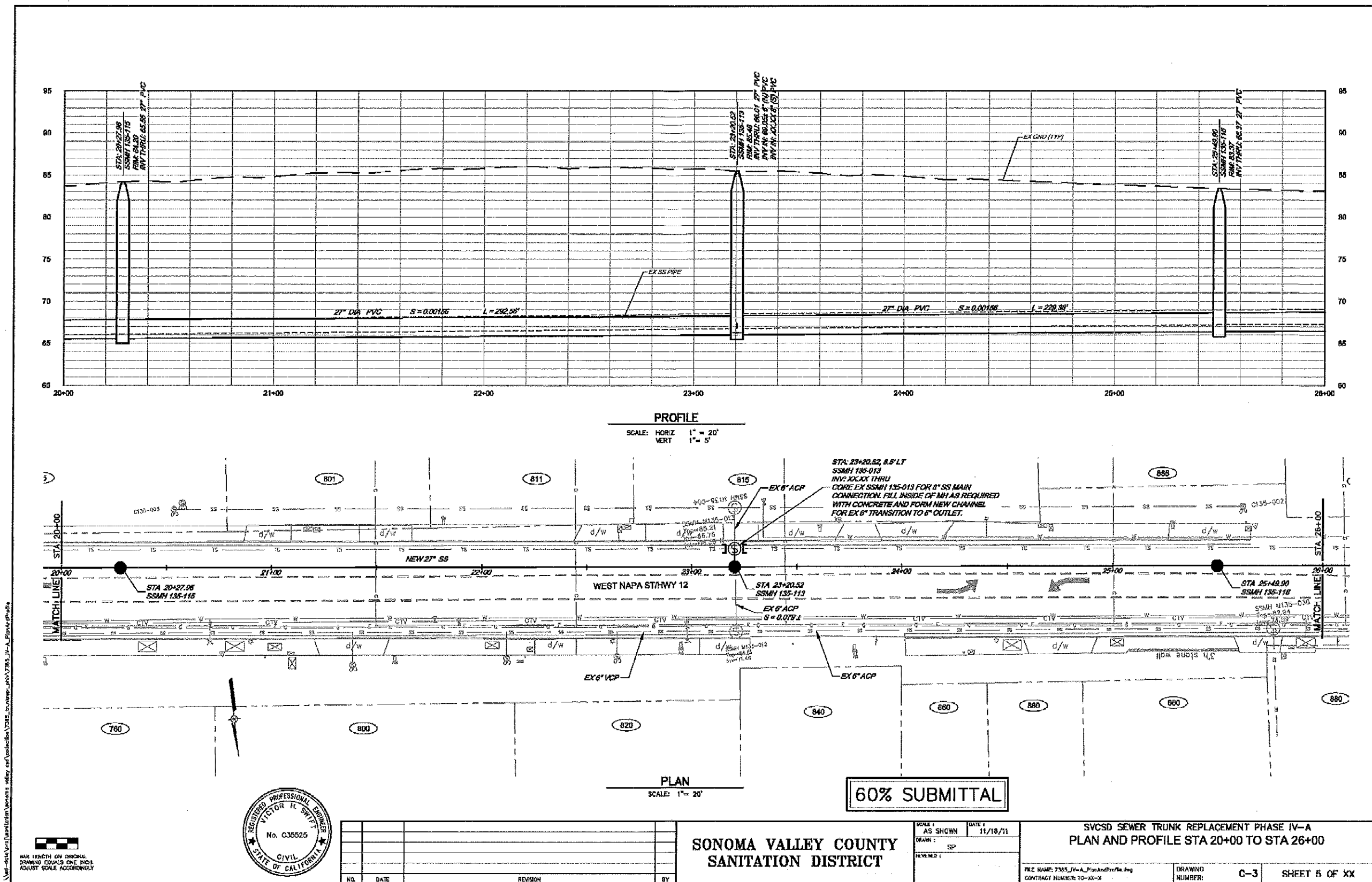
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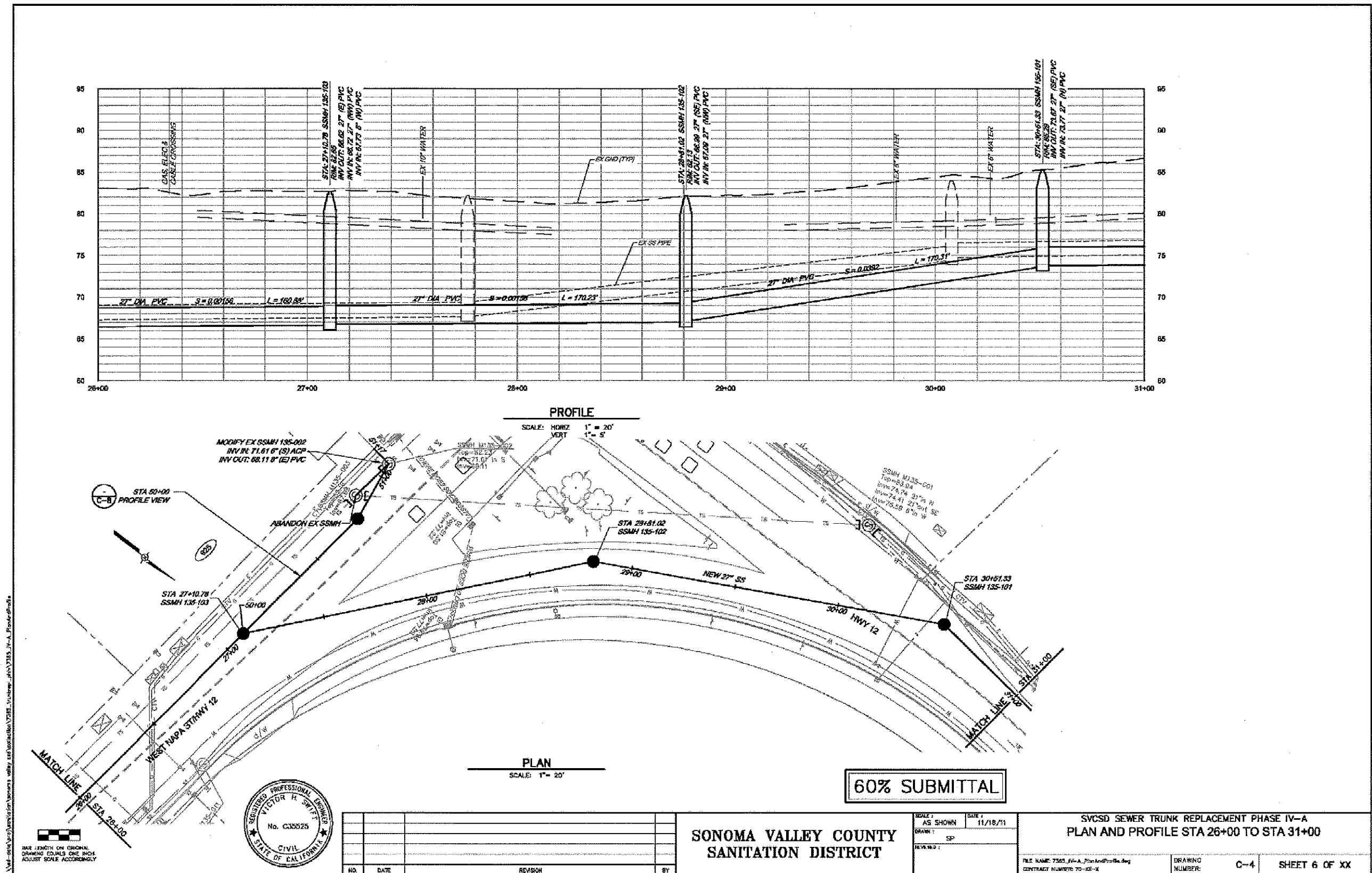


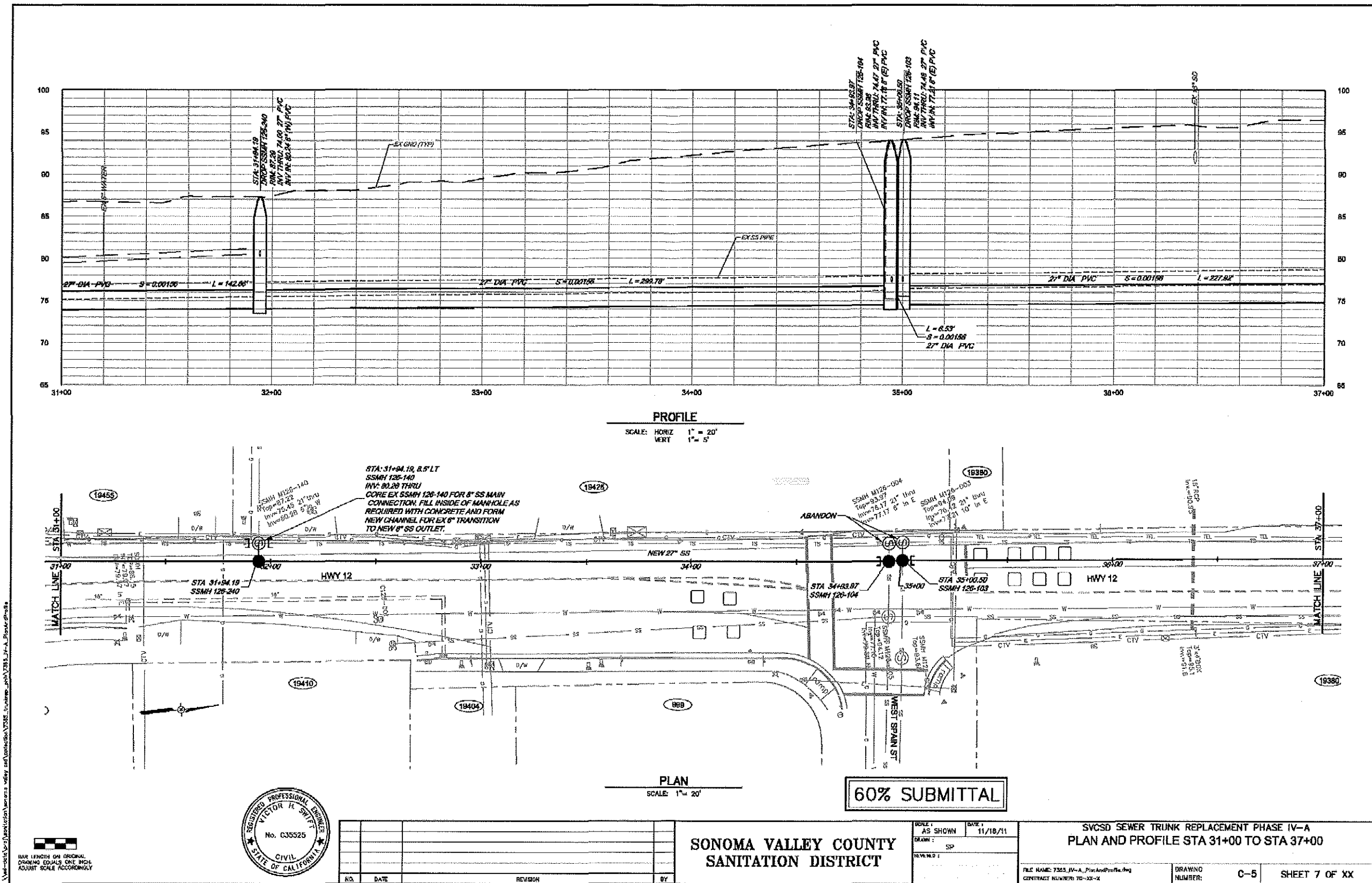


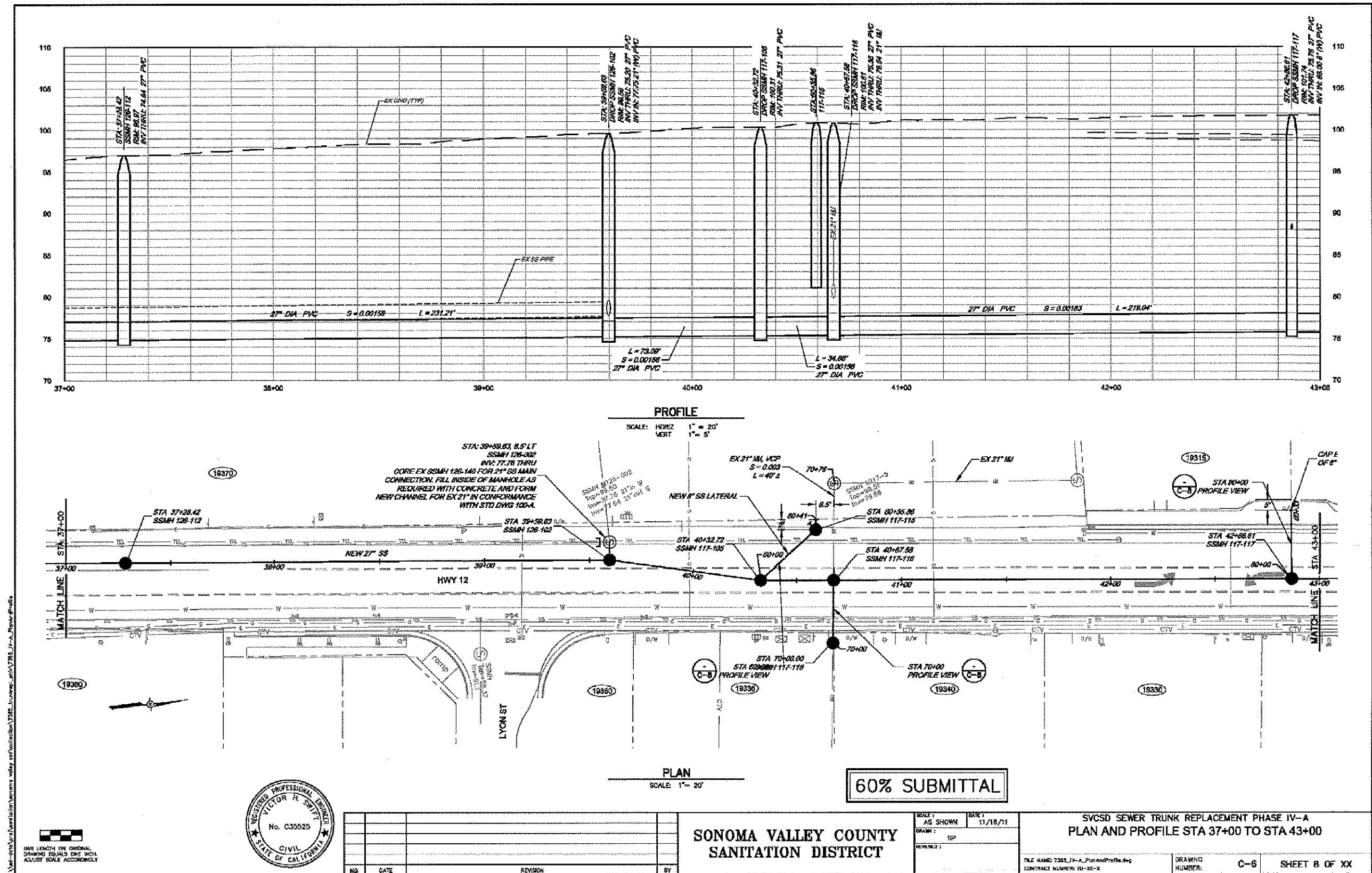


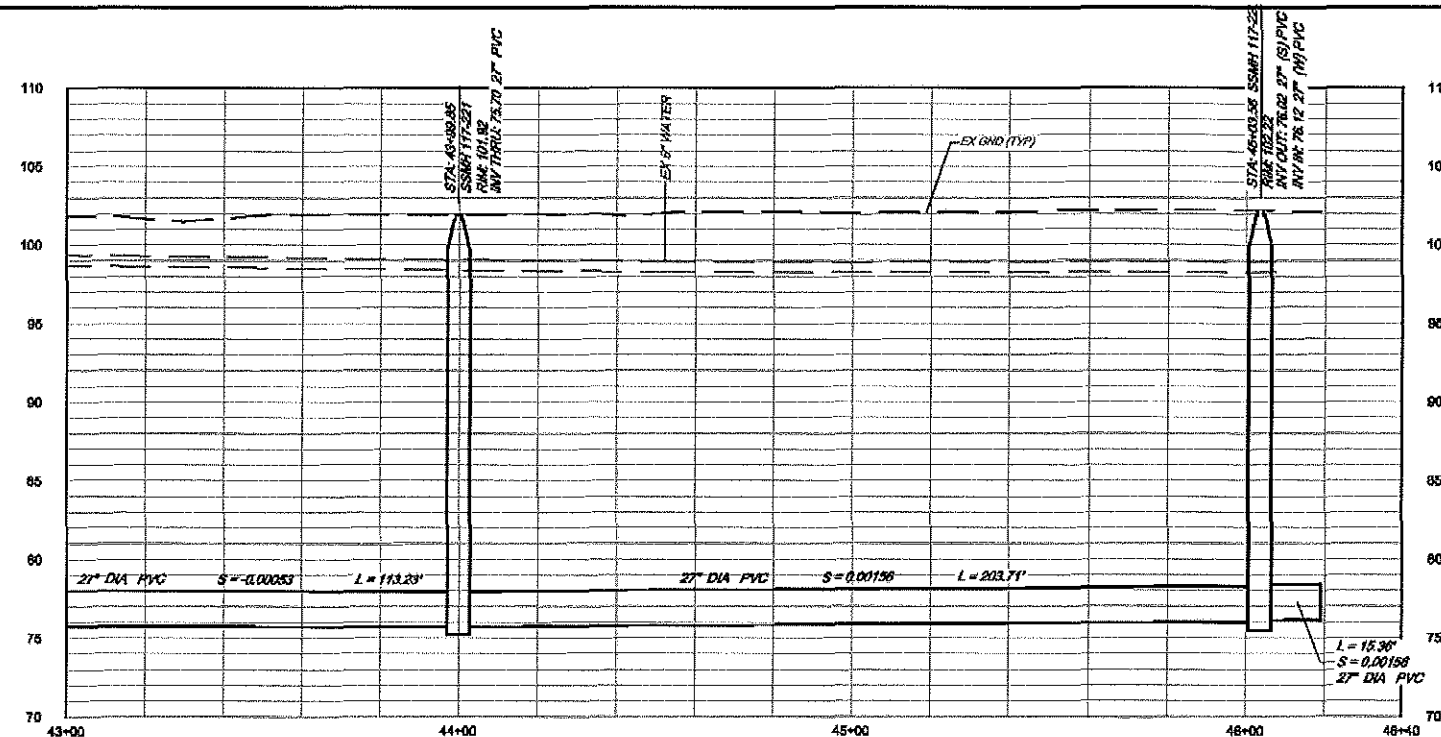




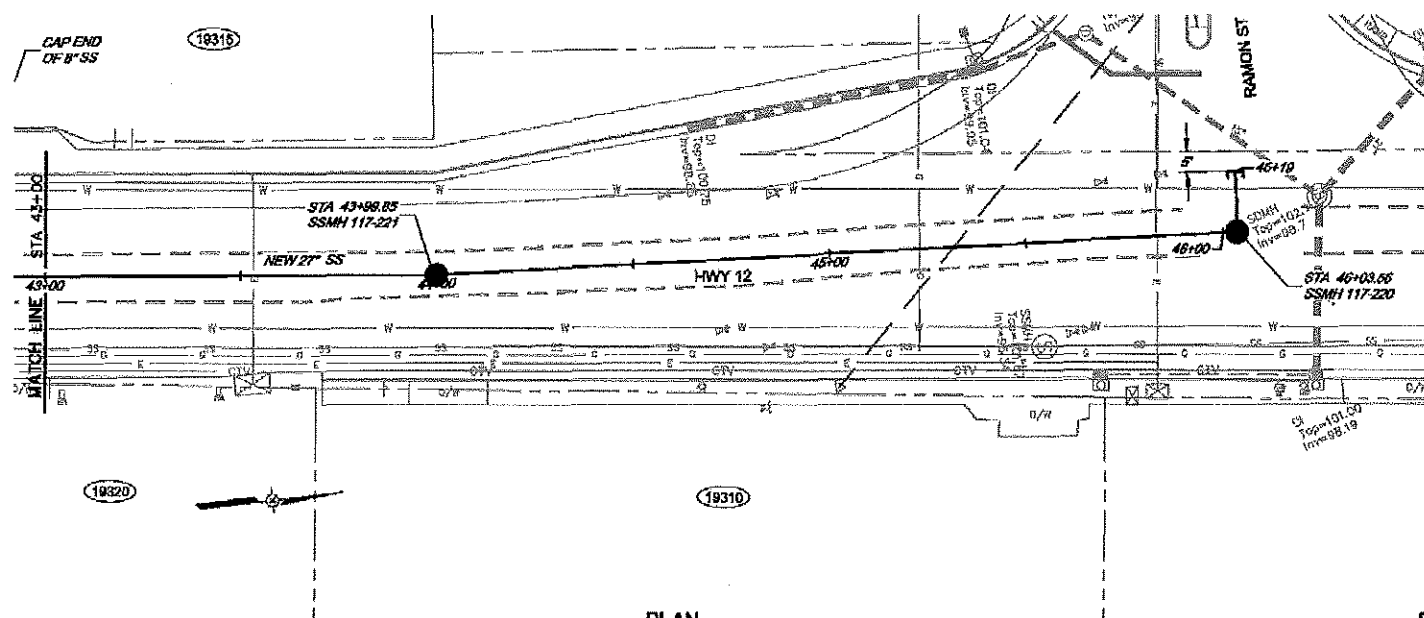








**PROFILE**  
 SCALE: HORIZ 1" = 20'  
 VERT 1" = 5'



**PLAN**  
 SCALE 1" = 20'

**60% SUBMITTAL**



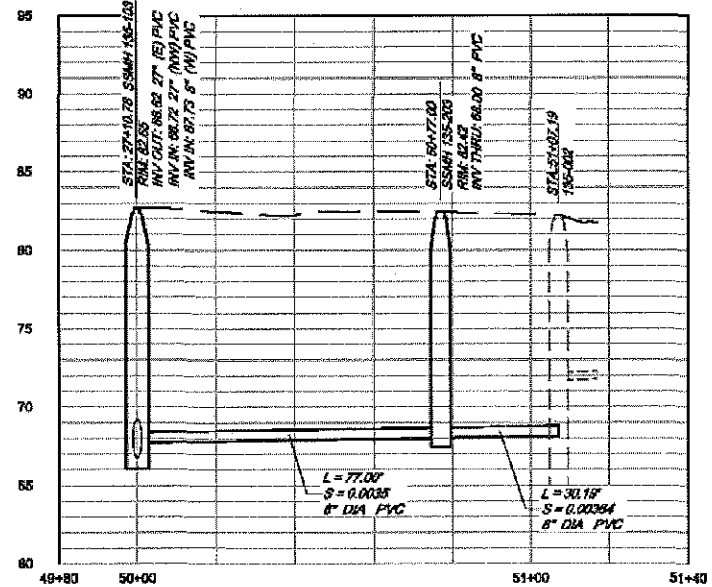
NO.	DATE	REVISION	BY

**SONOMA VALLEY COUNTY  
 SANITATION DISTRICT**

SCALE: AS SHOWN	DATE: 11/18/11
DRAWN: SP	
REVIEWED:	

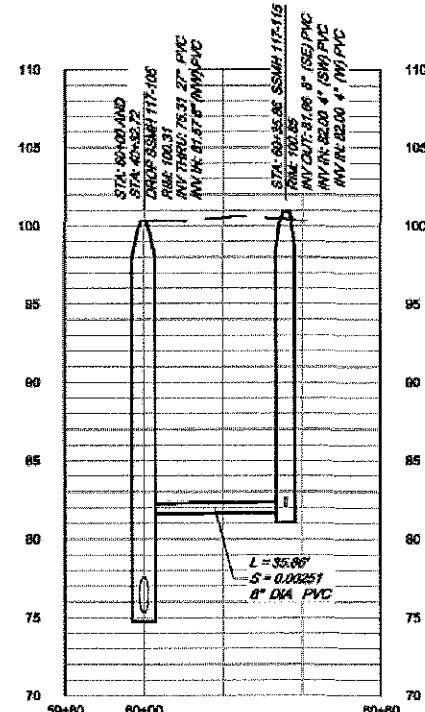
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 PLAN AND PROFILE STA 43+00 TO STA 46+24**

FILE NAME: 7305 JV-A_PlanAndProfile.dwg	DRAWING NUMBER: C-7	SHEET 9 OF XX
CONTRACT NUMBER: 70-100-X		



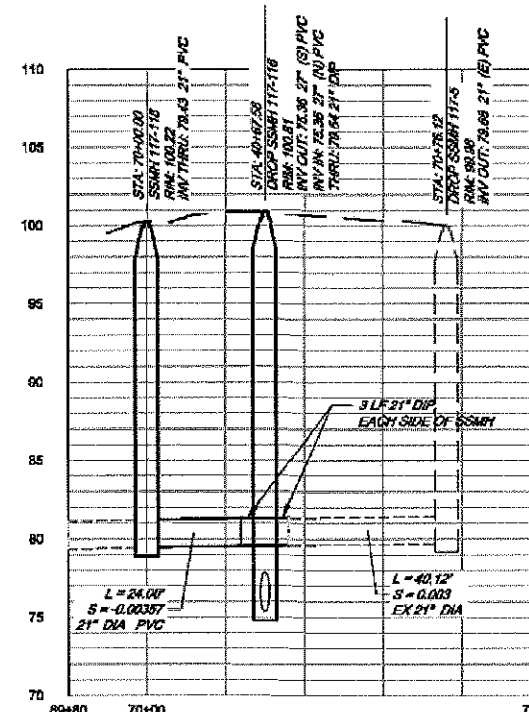
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VERT 1" = 5'



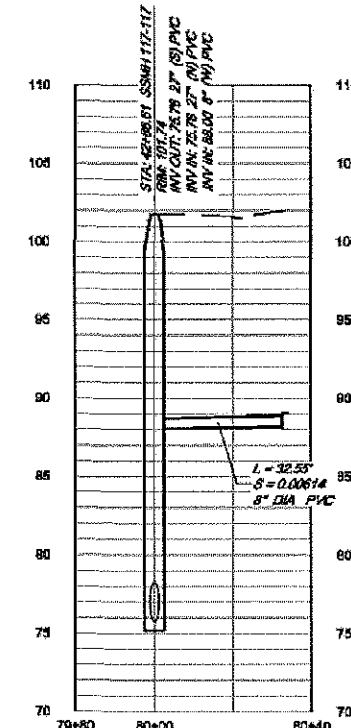
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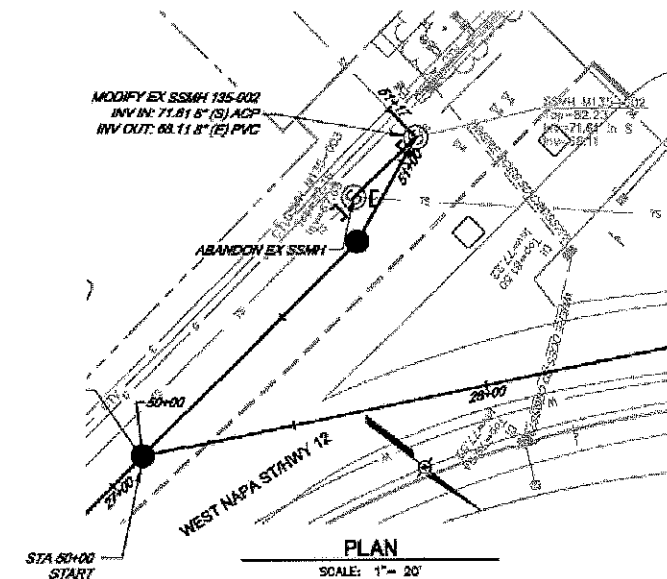
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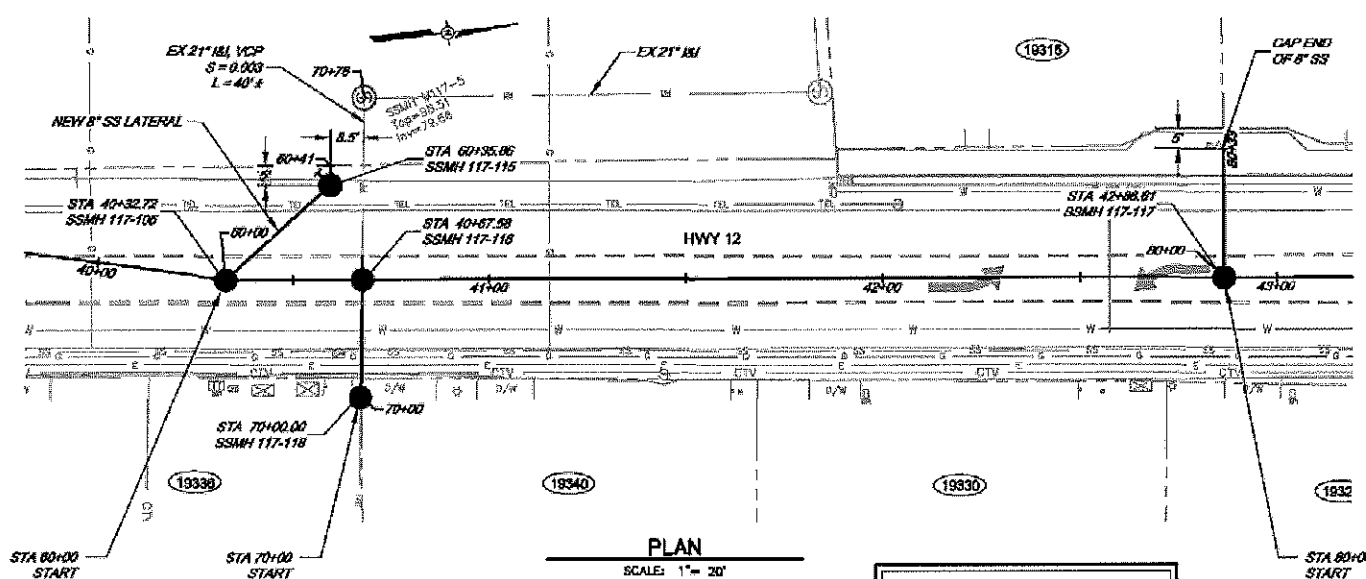
PROFILE STA 80+00 TO STA 80+33

SCALE: HORIZ 1" = 20'  
VERT 1" = 5'



PLAN

SCALE: 1" = 20'



PLAN

SCALE: 1" = 20'

60% SUBMITTAL



SONOMA VALLEY COUNTY  
SANITATION DISTRICT

DATE: 11/18/11  
DRAWN: SP  
REVISED:

SVCSD SEWER TRUNK REPLACEMENT PHASE IV-A  
MISC PLAN AND PROFILE VIEWS

FILE NAME: 7365\_JH-A\_PlanAndProfile.dwg  
CONTRACT NUMBER: 70-00-X

DRAWING NUMBER: C-8  
SHEET 10 OF XX

## **Exhibit E**

### **Insurance Requirements**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **1. INSURANCE**

##### **1.1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

##### **1.2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written

request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.

- d. Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be additional insured(s) for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

### **1.3. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **1.4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.



- e. Required Evidence of Insurance: Certificate of Insurance.

**1.5. Contractors Pollution Liability Insurance**

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the work.
- f. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

**1.6. Standards for Insurance Companies**

- a. Insurers shall have an A.M. Best's rating of at least A:VII.

**1.7. Documentation**

- a. The Certificate of Insurance must include the following reference:  
TW 12/13-158.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma Valley County Sanitation District, its

officers, agents, and employees, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**1.8. Policy Obligations**

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**1.9. Material Breach**

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

# Exhibit F

## Disadvantaged Business Enterprise (DBE) Procedural Guidelines for Agreements

### 1.1. Summary of DBE Requirements

DBE requirements and compliance are a mandatory requirement for the entire term of your agreement with the Water Agency.

- Continuously employ the Good Faith Efforts in paragraph 1.7 throughout the term of the agreement.
- Require all tiers of subconsultants under this agreement to follow these DBE procedures and employ the six Good Faith Efforts described herein.
- Complete and submit Form 1 (Good Faith Efforts Checklist) and supporting documentation and Form 2 (DBE Subconsultant Participation Form) prior to awarding any subcontract.

### 1.2. Introduction

Funding for this project may come in part from state or federal funds and therefore requires outreach to disadvantaged business enterprises (DBE) or other special provisions. The purpose of this document is to provide procedural guidelines that must be adhered to for DBE compliance along with forms that must be submitted with a proposal. The Consultant will be required to report actual DBE participation semi-annually to the Water Agency during project implementation.

According to federal and state regulations, Consultants on this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any supplemental contracts (subcontracts). If the Consultant intends to subcontract any portion of the services on the project, the Consultant is **required** to seek out and consider DBE firms as potential subconsultants. The Consultant must contact DBE firms to solicit their interest, capability, and qualifications.

The DBE outreach process identifies DBE firms that may be qualified to submit quotes on subcontracts for the project, and then communicates information on the contracting opportunity to them via a phone call, fax, e-mail message, or letter.

One of the most important elements of the outreach is producing and retaining documentation of efforts made to contact DBE firms. This is typically done by producing printouts of web pages visited, phone logs of calls made or faxes sent, copies of letters sent via fax, mail or e-mail, and printouts of e-mails sent.

### 1.3. What is a DBE?

For the purposes of this document, a DBE means a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person, or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests are legitimately held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Each DBE solicited and included in the proposal must be certified by the U.S. Environmental Protection Agency, U.S. Small Business Administration, or U.S. Department of Transportation.

#### **1.4. Why is DBE Outreach Required?**

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs whenever services, supplies, or equipment are procured, and this requirement. The process to attract DBEs is referred to as the "Good Faith Effort" (GFE). This effort requires that the Water Agency's Consultants and Contractors take the steps listed in paragraph 1.7 to assure that DBEs are utilized to the maximum extent practicable. Failure to take these steps may be cause for the Water Agency to reject a proposal or bid as non-responsive or terminate an agreement for cause.

#### **1.5. How to Outreach to DBEs**

Consultants must make a concerted effort to solicit quotes from eligible DBEs for procured services, supplies, and equipment, and this effort must be thoroughly documented. If it is not practical or possible to comply with one or more of the six GFE steps, Consultants must prepare an explanation and submit to Agency prior to awarding any subcontract.

- a. Follow the six Good Faith Effort steps in paragraph 1.7.
- b. Solicit DBE participation and document all of your efforts:
  - i. At a minimum, use the online services of SBA and MBDA to locate DBEs qualified to work on the project and to post outreach information on the project.
  - ii. Print out a list of DBE names you located with their contact information.
  - iii. Print out the actual postings you uploaded to the websites, as well as other evident of outreach (newspaper adds, etc).
  - iv. Document outreach efforts you made to each DBE:
    - Who was contacted
    - Method of contact (email, fax, phone, letter, etc)
    - Result of contact (Interested, not interested, no answer, etc)
    - Name of person you spoke to
    - If no contact was made initially, document at least two more attempts before giving up.
- c. Submit all documentation of efforts and required forms to Water Agency as they are performed.

#### **1.6. Consultant Responsibilities Regarding Subconsultants**

- Pay all Subconsultants for satisfactory performance no more than 30 days from receipt of payment from the Water Agency.
- Notify the Water Agency in writing prior to termination of a DBE subconsultant for any reason.
- If a DBE Subconsultant fails to complete work under the subcontract for any reason, Consultant shall employ the six GFEs if soliciting a replacement Subcontractor.
- Employ the GFE steps even if the Water Agency has achieved its DBE goal.
- Maintain records documenting compliance with the requirements.
- Provide semi-annual reports on DBE utilization in a format approved by the Water Agency.

#### **1.7. Demonstration of Good Faith Effort (Six Good Faith Steps)**

The DBE "Good Faith Effort"(GFE) consists of the following six steps:

**STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation.**

Consider in the scope of work whether portions of the work could be feasibly subcontracted with DBEs. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. Submit documentation along with the SOQ that demonstrates the division of work into small proprietary portions (e.g. elements of planning, studies, design, permitting, monitoring, project implementation).

**STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.**

Make information on solicitation opportunities available to DBEs well in advance of the required requirements permit, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process. As indicated, submit documentation that includes DBE solicitation notifications and the date thereof.

**STEP 3: Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (DOC) in soliciting qualified DBEs.**

These agencies offer several services that are generally provided at no cost, including Internet access to databases of DBEs (resources provided in paragraph 1.8 below). At a minimum, Consultant must search for DBE firms and advertise this project on both SBA and MBDA websites, and submit documentation that demonstrates evidence of this.

**STEP 4: Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.**

**STEP 5: Include qualified DBEs on solicitation lists and record the information.**

Solicitation should be as broad as possible. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. As indicated, submit documentation that demonstrates the preparation of a DBE solicitation list.

**STEP 6: Require the consultant team and subconsultants to implement the steps (1) through (5) above for procuring services, supplies, or equipment.**

**1.8. DBE Outreach Resources**

DBE firms can be identified utilizing many sources, but most federal funding sources require the consultant or consultant team to use only two: the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA). State funding agencies that pass through federal funds may recommend other sources of DBE information. These include the California Public Utilities Commission (CPUC) and the California Department of Transportation (Caltrans). All of these organizations post information on their websites to aid in identifying DBE firms.

The web sites in the table below include a list of available sources for expanding the search for eligible DBEs. Note that utilizing the SBA and MBDA resources are a mandatory part of a GFE process at the Water Agency. If DBE sources are not located, explain why and describe the efforts made.

Required DBE Resources	Contact Information
<p><b>Small Business Administration (SBA)</b></p> <p><b>To locate DBE businesses:</b></p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://web.sba.gov/pro-net/search/dsp_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a></li> <li>2. At the top, click on <b>Quick Market Search</b></li> <li>3. Under <b>NAICS Codes</b> and <b>Keywords</b>, choose either default "Any," or "All."</li> <li>4. Under <b>States</b>, scroll down and click on <b>California</b></li> <li>5. Click on <b>Help</b> next to "Metropolitan Statistical Area" to lookup project location.</li> <li>6. Click <b>Search using these criteria</b></li> </ol> <p>To use advanced search parameters, click on "DSBS" at the top and enter criteria in the fields.</p>	<p><a href="http://web.sba.gov/pro-net/search/dsp_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a></p>
<p><b>To post an opportunity:</b></p> <p>You must use SUB-Net to post subcontracting opportunities (this is free of charge). Small businesses can review this web site to identify opportunities in their areas of expertise.</p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></li> <li>2. In the upper left corner, click on "Post."</li> <li>3. Register* and log-in.</li> <li>4. Click on <b>Sub-Net</b></li> <li>5. Click on <b>Enter Solicitation</b> and fill in details.</li> </ol> <p>*This requires that you enter your company profile and a DUNS Number. If you do not have a DUNS Number, you must register for one through <a href="http://www.dnb.com/us/duns_update/">http://www.dnb.com/us/duns_update/</a>.</p>	<p>Subnet and Bid Notification: <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></p>
<p><b>U.S. Department of Commerce Minority Business Development Agency (MBDA)</b></p> <p>The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help DBEs. The MBDA website allows you to post an opportunity, much like placing an advertisement in a trade journal.</p> <p>On the website, click on "My Business Tools" and register to obtain a login and password. Log in; click on "Business Dashboard;" click on "post opportunities;" click on your company name; click on "submit new opportunity;" and complete questionnaire. You must obtain a screen print of the posted opportunity as evidence of its use and submit this documentation with your proposal.</p>	<p><a href="http://www.mbda.gov/">www.mbda.gov/</a></p> <p>(202) 482-0404 or email us at <a href="mailto:support@mbda.gov">support@mbda.gov</a>.</p>

Other Useful DBE Resources	Contact Information
<b>California Public Utilities Commission (CPUC)</b> CPUC maintains a database of DBE-owned business enterprises and serves to inform the public.	<a href="http://www.cpuc.ca.gov/puc/supplierdiversity">http://www.cpuc.ca.gov/puc/supplierdiversity</a>
<b>California Department of Transportation (Caltrans)</b> Based on the federal Disadvantaged Business Enterprises (DBE) program, Caltrans maintains a database and provides directories of minority and woman-owned firms. Always print the search results page(s) and keep them with the rest of the documentation.	<a href="http://www.dot.ca.gov/hq/bep">www.dot.ca.gov/hq/bep</a>
<b>North American Industry Classification System (NAICS)</b> Under Downloads Reference Files, Tools, click "For 2012 NAICS" and Download files for NAICS definitions	<a href="http://www.census.gov/eos/www/naics/">http://www.census.gov/eos/www/naics/</a>
<b>U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU)</b> OSDBU's mission includes "fostering opportunities for partnerships, contracts, sub-agreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.	<a href="http://cfpub.epa.gov/sbvps/">http://cfpub.epa.gov/sbvps/</a>

**FORM 1**

**Good Faith Efforts Checklist  
Disadvantaged Business Enterprise Program (DBE)**

In support of the actions identified in the Table below, the consultant must:

Attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" and "NA" answers.

DBE Checklist		Yes	No	NA <sup>1</sup>
1	Did you solicit proposals or quotes from subconsultants for this project?			
2	Did you review DBE resources (SBA, MBDA, etc.)?			
3	Did you develop a solicitation list of potential qualified DBE firms?			
4	Did you contact DBE's?			
5	Did you include DBE requirements in solicitations?			
6	Did you solicit proposals from DBE's?			
7	Did you break down the project, where economically feasible, into smaller components?			
8	Did project components have reasonable delivery schedules?			
9	Did you provide sufficient time to facilitate the submission of DBE proposals?			
10	Did you advertise the solicitation in local papers, or trade associations, or post to DBE websites? If yes, which papers/trade associations/websites?			
11	Did you encourage DBEs to submit proposals as a consortium because of project size?			
12	Did you require subconsultants to apply the good faith efforts?			
13	Were the good faith efforts identified as a "responsiveness/responsible" criterion in the solicitation?			
14	Did DBE firms submit proposals?			
15	Did you select any DBE firms?			
16	Is the subconsultant you selected using any subcontractors?			
17	If yes, did you ensure that the subconsultant implemented DBE procedures			

1. NA – Not Applicable

**Supporting Documentation**

1. Examples of supporting documentation include:

- i. List of DBE firms;
- ii. List of potential sub-contract work elements;
- iii. Evidence of contact with DBE firms (copies of invitations for proposals or quotes, web-site posts, contact letters, faxes and telephone call sheets, etc.);
- iv. Copies of all procurement advertisements; and,
- v. List of all consultants that submitted proposals or quotes. Any confidential information may be redacted from supporting documents.

\_\_\_\_\_  
Consultant Name

\_\_\_\_\_  
Project Manager Signature/Date

Contact Phone # \_\_\_\_\_

Email Address \_\_\_\_\_



**FORM 2**

**Disadvantaged Business Enterprise Program  
DBE Subconsultant Participation Form**

PROJECT NAME	PRIME CONSULTANT
PRIME CONSULTANT PROJECT MANAGER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	CURRENTLY CERTIFIED AS A DBE?

\_\_\_\_\_  
Prime Consultant Signature

\_\_\_\_\_  
Print Name